



The power to manage well.

February 14, 2008

Mr. Gary Hensley
Dearborn County Assessor
215B West High Street
County Admin Building, Room 203
Lawrenceburg, IN 47025

Dear Mr. Gary Hensley:

Enclosed is a copy of your signed Agreements with Manatron. These are permanent records and should be carefully preserved for your files.

We intend to do our best to earn your continued confidence. Please call anytime you feel that we may be of assistance. We look forward to working for you.

Sincerely,


Matthew Henry
Contract Administrator
(866) 471-2900

Enclosure: One (1) RFP for Annual Adjustment Services Dated February 6, 2008

MANATRON

Mr. Gary Hensley
Dearborn County Assessor
215B West High Street
County Administration Building, Room 203
Lawrenceburg, IN 47025

February 6, 2008

Dear Mr. Hensley,

Manatron appreciates the opportunity to submit our proposal for the 2008 Contract for Annual Adjustments for Dearborn County. Our team has studied the details of your RFB and is confident we can satisfy the County's needs for this important project.

Manatron is considered a leader in providing quality appraisal services throughout the country, and particularly in the State of Indiana. Our team has extensive appraisal knowledge and experience within the State, with our personnel having performed many projects like the one outlined in the County's RFB – including working with Dearborn County.

I would like to thank you again for the opportunity to continue to provide appraisal services to Dearborn County. If you have any questions or require further information, please feel free to contact me at 317.409.4863 or via email at tim.lacy@manatron.com

Respectfully Submitted,

Tim Lacy
Senior Account Manager

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1 Questionnaire

1. *How many years has your organization been in the Mass Appraisal business?*

Manatron Response: Manatron has been in business since 1969, and the Manatron Appraisal Services Group was established in 1973 as a result of the growing need for accurate, reliable and affordable mass appraisal and tax equalization services.

2. *How many years experience does your organization have in the determination of assessed values of parcels according to Indiana law?*

Manatron Response: Manatron has assessed values in the State of Indiana for 32 years.

3. *What Indiana Counties have you served as technical advisor for specific assessment or general reassessment since March 1, 2002?*

Manatron Response: Carroll, Dearborn, Miami, Porter, Vigo, White, Marion

4. *How many other Counties will you be serving as technical advisor during the period January 1, 2008 and December 31, 2008?*

Manatron Response: Dearborn, Miami, White, Marion

5. *If you are an individual, in what year did you earn your certification as a Level II Assessor/Appraiser as defined by IC 6-1.1-35.5?*

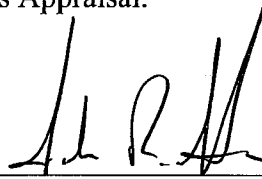
Manatron Response: N/A

6. *If you are a partnership or corporation, in what year did the proposed Dearborn County Project Supervisor earn their Level II Assessor/Appraiser as defined by IC 6-1.1-35.5?*

Manatron Response: Scott Potts, the proposed project supervisor for this project, obtained his Level II certification in 1991.

7. *What IAAO designations or courses has the proposed Dearborn County Project Supervisor completed?*

Manatron Response: Scott Potts has completed IAAO 102 Income Approach to Value, and IAAO 300 Fundamentals of Mass Appraisal.



(Signature) February 6, 2008
(Date)

Manatron, Inc.
(Name of organization, if applicable)

2 Bid Form

The undersigned, having reviewed Specification for the 2008 Annual Adjustment services in Dearborn County, Indiana, dated March 1, 2008, does hereby offer perform the services described therein for the sum of

TWENTY-NINE THOUSAND SIX
HUNDRED EIGHTY-EIGHT DOLLARS (\$ 29,688.00)

Manatron, Inc.

Company Name

Signature

Title

February 6, 2008

Date

3 Detailed Proposal

3.1 Company Profile and Principals



Officers:

Randall L. Peat, Chairman of the Board
Paul R. Sylvester, CEO & Co-Chairman of the Board
G. William McKinzie, President & COO
Kurt Wagner, President – ASIX Division
Early L. Stephens, Chief Technology and Marketing Officer
Marty A. Ulanski, EVP – Sales and Business Development
Krista L. Inosencio, Chief Financial Officer
Mary N. Gephart, VP – Human Resources

Manatron was originally organized in 1969 as a partnership and was incorporated in Michigan in 1972. Manatron initially provided in-house data processing services for local governmental units in Michigan. Subsequently, Manatron expanded its business into Indiana in 1972, into Illinois in 1975, and into Missouri in 1981. In 1982, the company's business was extended further to include advanced microcomputer-based systems for governments. These turnkey data processing systems used both general-purpose computer hardware produced by leading manufacturers and proprietary software developed or purchased by Manatron.

Since 1990, Manatron has acquired several application software companies to expand its product line for supporting county and city government processing. These applications include real property appraisal, tax billing, collection and distribution. Today, 87 of 92 counties in Indiana and 50 of 88 counties in Ohio are using Manatron software products to administer their property assessment, and property tax billing. Two-thirds of the counties in Idaho and counties representing 25 percent of the population of Washington State use Manatron's software for property assessment.

We have appraised over 20 million parcels and performed revaluations in over 36 Ohio counties, as well as in Connecticut, **Indiana**, Illinois, Iowa, Kansas, Massachusetts, Michigan, Mississippi, Missouri, New York, Pennsylvania, Rhode Island, South Carolina, Tennessee, West Virginia and Wisconsin. Our reputation is impeccable, as is evidenced by the number of repeat jobs we perform. Manatron is known throughout the industry as one of the finest appraisal and information management firms in existence.

Manatron has performed appraisal, mapping, consulting, facilities management and systems implementation and integration in a multitude of sites throughout the country. We have a unique ability to assess systems that must handle a high volume of transactions; maintain historical files as a matter of public record; have little tolerance for delays, errors or downtime; take into account the efficient collection of information, as well as its storage, on-line retrieval and distribution; and access from multiple users, including alpha, numeric, text, values and images as part of the data base. Consequently, we are thoroughly familiar with the state-of-the-art hardware, software and human procedures required in the management of ad valorem assessment environments.

3.2 Key Personnel

With a staff that represents over 3,000 person-years of local tax and appraisal software development experience, our knowledge of the industry is unequalled. Many of Manatron's people who design and develop our software have worked in local government and have experienced the daily process of property assessment and taxation. They understand the pressures of working in a government environment, as well as the need for multi-task functionality and ease of use to complete taxpayer transactions. In fact, a number of Manatron employees are former elected or appointed government officials. Manatron is proud to put this experience to work for our clients.

Any résumés provided in this proposal are representative of the skill level of Manatron employees that would be available to work on the Dearborn County project. However, until a final project schedule has been developed and agreed upon with the County, Manatron cannot commit to the availability of the proposed resources.

Ruel Williamson brings than 15 years of progressive integrated land records management experience. His experience includes managing mass appraisal projects, managing property tax systems implementations, delivery of GIS services and providing direction on future technology. He has demonstrated proven success leading key strategic initiatives and consistently improving results.

Qualifications:

- Master of Business Administration, *Emporia State University, Emporia, Kansas*
- Bachelor of Science, *Emporia State University, Emporia, Kansas*
- Member, International Association of Assessing Officers (IAAO), 1995 - present
- Indiana Level II Certified Appraiser

Ruel's most recent three years of experience have included executive management roles within a number of key industry leaders. These experiences offered him an opportunity to take on the responsibility for the day-to-day operations of either a geographically diverse software and services company, or consulting organization. These differing roles enabled him to guide teams of industry experts to work with medium- to large-scale opportunities within the property tax administration industry. Throughout all of these assignments, he tasked to align resources to meet today's needs with an eye on continual improvement and technology advancement within the industry.

Previous to his consulting work, Ruel spent 8 years working for Tyler Technologies, Inc. (formerly Cole Layer Trumble Company). He grew with the company with ever increasing responsibilities, culminating with is appointment as Chief Operating Officer (2000-2003). Reporting directly to the President, he was responsible for over 500 employees and an annual budget of over 50 million dollars. He was able to grow revenue from \$33 million to more than \$55 million by successfully leading operations and contract compliance for the company. And, Ruel executed and instilled a five metric management philosophy into a workforce that grew from 350 to over 500 employees in less than three years. He has proven his ability to maintain quality with rapid growth. His other key assignments included; Senior Vice President – Appraisal Services, Business Manager-GIS, and Senior Project Supervisor.

Ruel also has county/state government experience, within;

Indiana Tax Commissioners Office, *Director Of Real Estate*

Provided statutory oversight and guidance for the assessment of over 3,000,000 parcels of real property in coordination with 1,008 Township assessing officials and 92 County Assessors.

State of Kansas Department of Revenue, Audit and Compliance

ParticiMr.ed as a member of the DOR Compliance/Audit Team evaluating taxation procedures used in each of the 105 Kansas Counties.

Lyon County, KS, Commercial Appraiser

Coordinated the appraisal of all Commercial, Industrial, and exempt parcels in the County. Represented the County at administrative and appellate hearings related to ad valorem protests.

Woody Carter joined the Manatron team in 2006 as the Northeastern Region Vice President of Sales and National Revaluation Services representative, bringing over 32 years of experience in the Property Systems and Appraisal industry.

Qualifications:

- Associates, Computer Science, *Hocking Technical College, Nelsonville, Ohio*
- Member IAAO
- Member, Ohio Auditor's Association
- Member, Ohio Treasurer's Association
- Member of Assessor Associations in Indiana, Georgia, Kentucky, Pennsylvania

Woody is a highly accomplished leader in sales, operations, personnel management, product development and customer and technical support. In his previous employment, Woody consistently led the company in sales with a 60% or greater win rate. He has expertise in relationship management, strategic sales and operations, solution and consultative sales, team development, technology development and marketing.

Currently, Woody is in charge of all Manatron Sales and Business Development efforts for the Ohio Region as well as the Pennsylvania market.

Before joining Manatron, Woody worked as a consultant, reporting to the owner/president for Appraisal Research Corporation located in Findlay, Ohio. His primary duty was to give advice to the company on market trends and size as it related to property tax systems for state and local governments. Woody was also assigned as a Senior Business Analyst and worked with their development staff in designing a property tax system. In addition, he was a lead analyst for the conversion efforts in an Ohio county.

Prior to his consulting work, Woody spent 31 years working for Tyler Technologies, Inc. (formerly Cole Layer Trumble Company). Throughout his career with Tyler, Woody held a variety of positions, including: Executive Vice President of Marketing and Technologies; Senior Vice President of Sales and Systems; Manager of Tax and Accounting; and Project Supervisor. Among other accomplishments while with Tyler, Woody introduced structure and process changes in development, implementation and support operations to meet contractual obligations in seven major contracts, oversaw and installed standard operating procedures for contracts and proposals to ensure conformity, administered the campaign to introduce integrated assessment system (IAS) nationwide, and led development efforts on the initial integrated systems project.

With 20 years of Indiana state appraisal experience, Scott Potts brings a wealth of experience to the Manatron Team. Scott currently works as a senior project manager for all of Manatron's Indiana appraisal services.

Qualifications:

- Master of Science, *Purdue University, West Lafayette, IN*
- Bachelor of Science, *Purdue University, West Lafayette, IN*
- Certified Engineer in training - State of Indiana Board of Engineering Examiners Skills
- Dearborn County, IN Project Manager
- Tippecanoe County, IN Project Manager
- Certified Level II Assessor-Appraiser - Indiana Department of Local Government Finance
- White County, IN Project Manager
- IAAO Courses, including 102 and 300

With a wealth of experience and consistent project delivery, Scott has developed a reputation as one of the most trusted mass appraisal practitioners in Indiana. He has trained residential and commercial appraisers in Indiana for over ten years and brings a wealth of property training and consulting experience to every project he is the leader or member of. Scott has the necessary skills to complete all statutory assessment projects within the State of Indiana as is evident by his training, experience and past project deliverables.

Scott has served as Project Manager for White, Tippecanoe and Dearborn Counties, Indiana. He has run many additional jobs, including the appraisal of commercial and industrial properties in various jurisdictions throughout Iowa and Illinois. In addition, Scott has served as a Hearing Officer for the Indiana Department of Local Government Finance (formally the Indiana State Board of Tax Commissioners), as well as being an expert witness to several Indiana County Boards of Review.

Scott has been working in the Indiana mass appraisal market since 1988. With literally dozens of projects under his belt, he is one of the most experienced appraisers in the State of Indiana, specializing in complex commercial and industrial appraisals. The ability to handle these difficult and controversial properties enables Scott to take on any mass appraisal challenge with confidence.

Scott Woodard has over 15 years experience in parcel, soils, land use, zoning and precinct mapping. Joining Manatron in 2005, he currently serves as a GIS Support Analyst II.

Qualifications:

- Bachelor of Science, Mechanical Technology, *Indiana State University, Terre Haute, In*
- Certified Level II Assessor – State of Indiana
- QA/QC Expertise
- E911 address mapping
- Zoning, Precinct, Soils, and Land-use mapping
- ROW and Edge of Pavement mapping
- Parcel mapping (using COGO techniques)

In this role, Scott's responsibilities include consulting work, parcel maintenance and on-site CAMA maintenance. He has also been an integral part of data conversions for numerous Illinois and Indiana counties. Recent projects include on-site CAMA maintenance for Newton County, IN and parcel mapping/E911 addressing consulting for Fountain County, IN.

Prior to joining Manatron, Scott was employed as a Project Manager for the Plexis Group, acquired by Manatron in 2005. In this role he gained extensive experience working in various capacities for projects involving parcel, soil and land use, mapping Indiana counties such as Boone, Putnam, Grant, Jay, Johnson, Monroe, Fayette and Miami. Scott also completed E911 address mapping in Gant, Jay and Fayette Counties. While with Plexis, he was instrumental in the successful completion of a sewer inventory mapping project for Tuscola, IL, highway inventory and section corner inventory mapping project for Hendricks County, IN, and an Indiana State SVRS precinct mapping project.

3.3 References and Key Projects

The Manatron team is proud of its track record of client satisfaction. Our company's interest and continued close contact with our clients, combined with the high technology abilities associated with large corporations, makes for a combination that is unique in our industry. We feel that our clients have the best of both worlds in this case and that our approach is a key ingredient to our unusually high level of client satisfaction. We point with pride to all of our projects that uniquely distinguish us from our competitors.

With nearly 400 professionals experienced in successfully delivering property systems and services throughout North America, we offer the most depth and breadth of staff expertise from which to draw to execute this project. Our implementation team has converted hundreds of jurisdictions from old generation, legacy software to our modern, state-of-the-art, new generation solution. Given that large number, our experience is unmatched in the industry. Below you will find a number of reference jurisdictions. This is only a small sampling, and Manatron would be happy to provide further references upon Dearborn County's request.

Miami County, Indiana
Nancy Hardwick-Gates 25 N. Broadway, Room 200 Peru, IN 46970 765.472.3901

White County, Indiana
Karen Hatter PO Box 246 Monticello, IN 47960 574.583.7755

Champaign County, Ohio
Bonnie Warman 1512 South U.S. Highway 68 Suite B300 Urbana, OH 43078 937.484.1600

Clark County, Ohio
George Sodders 31 N Limestone Street PO Box 1325 Springfield, OH 45501 937.328.2423

Miami County, Ohio
Chris A. Peeples County Safety Building 201 West Main Street Troy, OH 45373-3263 937.332.6964

Darke County, Ohio
Carol Ginn 504 South Broadway Greenville, OH 45331 937.547.7310

3.4 Scope of Services Contract

1.0 CONSIDERATION

The Assessors shall pay Manatron as follows:

A minimum fee of **TWENTY-NINE THOUSAND SIX HUNDRED EIGHTY-EIGHT DOLLARS (\$29,688.00)** for all assessing duties, responsibilities and activities as defined in Article 3.0 of this Agreement up to **TWENTY-NINE THOUSAND SIX HUNDRED EIGHTY-EIGHT (29,688)** parcels. For each parcel in excess of the above, Manatron would be paid **ONE DOLLAR (\$1.00)**. Per Diem pricing for Additional services by request of the Assessor is defined in Article 7.0.

2.0 TERMS OF AGREEMENT

Manatron shall commence work within 30-Days of contract execution and will complete all work provided for in this Agreement (except as defined in Article 7.0) on or before July 1, 2008.

3.0 MANATRON RESPONSIBILITIES

- 3.1 Manatron shall not be responsible for generating (printing) a property record card and Form 11 after the completion of data entry.
- 3.2 Upon review and approval of the Form 11's by Manatron and Assessor's, the Assessors shall be responsible for the mailing of a new Form 11 for any property that was assessed by Manatron per this agreement.
- 3.3 Manatron shall do preliminary analysis of the sales data and sales verification methods to determine their suitability for a sales ratio report and shall perform the study. If deficiencies are found in the verification process, such deficiencies must be corrected by the Assessors or negotiated as an extra cost on a per diem basis with Manatron before the study can continue.
- 3.4 Manatron shall produce an initial sales ratio study and stratification of sales at minimum by property class and neighborhood to ensure that the County will be compliant with the Published Standard. Manatron shall work closely with the Assessor to ensure that all services are completed in such a manner that the Assessor meets all statutory deadlines and provides information transfer in a format acceptable to the Department of Local Government Finance (Department).
- 3.5 Manatron may use any method or combination of methods acceptable under the Published Standard, which is hereby incorporated by reference and does not include any later amendments or editions, to perform the tasks outlined in the Services to be provided section of this Agreement.

- 3.6 Manatron shall use sales of properties occurring between January 1, 2006, and December 31, 2007, in performing sales ratio studies for the intended valuation date of March 1, 2008. If sales data is insufficient to satisfy the Standard, Manatron may use data from earlier or more recent time periods, or both, adjusting the data as described in the Standard.
- 3.7 Manatron shall obtain approval from the Director of the Division of Data Analysis of the Department of Local Government Finance (Department) for any alternative method for adjusting or analyzing sales data.
Manatron agrees to provide up to two (2) person-days to provide any required public presentations to defend or support any aspect of these services to the Assessor or to the State of Indiana during the equalization report submission and approval process.

4.0 QUALITY CONTROL

- 4.1 The Assessors reserve the right to inspect the work being done by Manatron at frequent intervals during this Agreement.
- 4.2 The Assessors, upon request, may inspect the records of Manatron to verify the progress and evaluate the quality of work performed and may accompany Manatron personnel in their assigned duties to assure Manatron's adherence with contractual specifications and approved procedures. Manatron shall extend its full cooperation to the Assessors by providing access to all program-related records and by making personnel available, upon request, for the purpose of monitoring quality, performance, and progress.

5.0 CERTIFIED APPRAISER

- 5.1 Manatron's supervisor of work under this Agreement shall be an individual who is certified as a Level Two Assessor-Appraiser under IC 6-1.1-31.7.
- 5.2 The Assessors reserve the right to approve the Professional Appraiser who is doing the assessment work.

6.0 REPORTS

- 6.1 Manatron shall deliver to the Assessors within 15 days of contract signing a work plan that shows a schedule for the completion of work done under this Agreement. The work plan is subject to approval by the Assessors and shall become part of this contract.
- 6.2 Manatron shall make periodic reports (upon request) to the Assessors. This report shall include the number of parcels being reviewed by Manatron and the status of the work being done.

7.0 ADDITIONAL SERVICES

7.1 Appeals:

7.1.1 Informal Hearings. Manatron (upon request) shall be required to make the certified appraiser (Article 5.0) available for informal hearings and for the purpose of conducting fieldwork relating to taxpayer inquiries. This shall include the responsibility for re-inspection, as may be required, and for data corrections to individual parcels of real property based upon a reanalysis and re-inspection of parcels.

7.1.2 Board of Review Hearings. Manatron (upon request) shall provide support of values before the Dearborn County Property Tax Assessment Board of Appeals (PTABOA) which shall be made by a certified appraiser (Article 5.0) of Manatron. Manatron shall cooperate with the PTABOA and the County Assessor on any appeals. Manatron shall make recommendations to the PTABOA and indicate the same on the property record card.

7.2 Consultation. Manatron (upon request) shall provide consultation, including, but not limited to, use of CAMA software, property assessment and assessment procedures.

7.3 Compensation. Manatron shall be paid **FIVE HUNDRED DOLLARS (\$500.00)** per diem, plus expenses, for the duties and activities as defined in Articles 7.1 and 7.2. Additional services are provided as requested by the Assessors; additional services not to exceed **TWENTY-FIVE THOUSAND DOLLARS (\$25,000.00)**.

8.0 TIME AND MANNER OF PAYMENT

8.1 Manatron shall be paid as follows:

At the end of each month, Manatron shall submit a claim for payment for work done under this Agreement during that month. The amount of each monthly payment is subject to approval by the Assessors. Approval shall be based on the progress reports (upon request) submitted by Manatron and on the Assessors inspection of Manatron's assessment records. Payment shall be made to Manatron within thirty (30) days after approval by the Assessors.

8.2 If all work is not submitted under this Agreement by the completion date specified in Article 2.0 of this Agreement, then all further payments shall be suspended at that time until all work has been completed as certified under Article 8.1 of this Agreement. Payment of the suspended amount shall be made to Manatron within thirty (30) days after that certification.

8.3 Failure of the Assessors to make payment when due shall entitle Manatron, in addition to its other rights and remedies, to suspend, temporarily, further performance of this Agreement without liability.

- 8.4** Additional compensation that may be due Manatron as the result of services requested by the Assessors as specified in Articles 7.1 and 7.2 of this Agreement (not limited to) shall be invoiced in the month subsequent to the month in which the services were provided.

9.0 PENALTIES

The payment made to Manatron shall be reduced by the amount of **ONE HUNDRED DOLLARS (\$100.00)** per business day for each business day that the assessments by Manatron remain incomplete after the terms as described in Article 2.1.

10.0 GENERAL PROVISIONS

- 10.1** This Agreement sets forth the entire agreement and understanding of the parties with respect to the subject matter and supersedes all prior oral and written agreements and understandings between the Assessors and Manatron. No representation, promise, inducement, or statement of intention has been made by either party which is not set forth in this Agreement, and neither party shall be bound by or liable for any alleged representation, promise, inducement, or statement of intention not so set forth.
- 10.2** No waiver, alteration, modification, or cancellation of any of the provisions of this Agreement shall be binding unless in writing and signed by all those signing this Agreement or their successors in office. The failure of either party at any time or times to require performance of any provisions of this Agreement shall not be considered a waiver and shall in no manner affect the right at a later time to enforce that provision.
- 10.3** In the event that one or more of the provisions contained in this Agreement shall for any reason be held invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provisions contained in this Agreement. If any provisions contained in this Agreement shall for any reason be held to be excessively broad as to duration, geographical scope, activity, or subject, it shall be construed by limiting and reducing it so as to be enforceable to the extent compatible with the applicable law as it then shall appear.
- 10.4** This Agreement shall be subject to and interpreted in accordance with the laws of the State of Indiana and suit, if any, shall be brought in Indiana courts.
- 10.5** This Agreement shall be binding upon and inure to the benefit of the parties and their respective successors, assigns, and legal representatives; provided, however, that the rights, duties, and privileges of Manatron under this Agreement may not be transferred, sublicensed, or assigned by it, either in whole or in part, without the prior written consent of the Assessors.

11.0 DELAYS

- 11.1** Whenever Manatron or the Assessors have knowledge that any actual or potential situation is delaying or threatens to delay the timely performance of this Agreement, they shall, within ten (10) days, provide written notice of the delay to the other party by certified mail, return receipt requested, including all relevant information with respect to the actual or potential cause of the delay.
- 11.2** Neither party shall be liable for delays or performance failures resulting from and caused by acts beyond the party's control. Such acts shall include acts of God, acts of war, epidemics, communication line failures, power failures, earthquakes, and other similar disasters. In every case, the delays must be beyond the control and without the fault or negligence of the non-performing party.

12.0 DISPUTES

Any dispute between the Assessors and Manatron as to the terms of this Agreement shall be submitted to the State Board of Tax Commissioners, who shall as rapidly as practicable determine the rights and duties entered into hereunder. The interpretation made by the State Board of Tax Commissioners shall be binding upon the Assessors and Manatron. The matter disputed shall be submitted in writing, with a copy of such writing being given to the other party. The Assessors shall not submit such a dispute to the State Board of Tax Commissioners without first notifying Manatron.

13.0 TERMINATION

- 13.1** The Assessors may terminate this Agreement if it's determined that Manatron has failed to make satisfactory progress towards performance. In such case, the Assessors shall transmit a termination notice of the fault to Manatron by certified mail, return receipt requested, at least thirty (30) days prior to the proposed termination date, and Manatron shall be given thirty (30) days in which to remedy the condition which has caused the termination notice or suffer termination.
- 13.2** Manatron shall continue Agreement performance to the extent not terminated under the provisions of the above paragraph and shall be compensated for its performance pursuant to an agreement of the parties.
- 13.3** In the event the Assessor terminates this Agreement, in whole or in part as provided in this clause, the Assessors may procure, upon such terms and in such manner as they may deem appropriate, services similar to those so terminated, and Manatron shall be liable to the Assessors for any excess costs for such similar services; provided, however, the amount of the performance bond, if any, retained by the Assessors shall be deducted in determining the excess costs.

14.0 INDEPENDENT CONTRACTOR

In the performance of this Agreement, both parties shall be acting in an individual capacity and not as agents, employees, partners, joint ventures, or associates of one another. The employees or agents of one party shall not be deemed or construed to be employees or agents of the other party for any purposes whatsoever.

15.0 COMPANY'S LIMITATION OF LIABILITY

15.1 Manatron agrees to indemnify, defend, and hold harmless the Assessors and their townships and County and all officers, and employees of those townships and that County from all claims and suits, including court costs, attorney fees, and other expenses, caused by any act or omission of Manatron and/or its subcontractors, if any.

15.2 Manatron's maximum liability for any and all claims arising directly or indirectly from the performance of the work or otherwise relating to the project, whether resulting from Manatron's negligence or otherwise and whether based on contract or tort, shall not in the aggregate exceed the amount of the fee stated in the *Consideration* section hereof.

IN NO EVENT SHALL MANATRON BE LIABLE TO THE ASSESSORS OR ANY THIRD PARTY FOR LOSS OF BUSINESS OR PROFITS OR ANY OTHER ECONOMIC LOSS OR FOR ANY INCIDENTAL, INDIRECT, SPECIAL, OR CONSEQUENTIAL DAMAGES.

15.3 Any action by the Assessors on this Agreement or otherwise relating to the work or the project must be brought within one (1) year after the cause of action accrues or within one (1) year after completion of the work, whichever is earlier.

16.0 NONDISCRIMINATION

16.1 Pursuant to IC 22-9-1-10, Manatron and its subcontractors, if any, shall not discriminate against any employee or applicant for employment to be employed in the performance of this Agreement with respect to the individual's hire, tenure, terms, conditions, or privileges of employment because of the individual's race, color, religion, sex, handicap, national origin, or ancestry. Breach of this covenant may be regarded as a material breach of contract.

16.2 Affirmative Action shall be provided upon request.

17.0 INSURANCE AND WORKERS' COMPENSATION

Manatron shall carry public liability and Workers' Compensation insurance and shall save the Dearborn County officers harmless from all claims, demands, payments, suits, actions, recoveries, and judgments of every kind and description brought or recovered against it by reason of any act or omission of Manatron, its agents, or employees of the work described.

18.0 MAINTAINING A DRUG FREE WORKPLACE

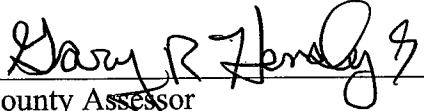
18.1 Manatron hereby covenants and agrees to make a good faith effort to provide and maintain, during the term of this Agreement, a drug free workplace and that it shall give written notice to the Assessors within ten (10) days after receiving actual notice that an employee of Manatron has been convicted of a criminal drug violation occurring in Manatron's workplace.

18.2 In addition to the provisions of Article 18.1 above, if the total Agreement amount set forth in this Agreement is in excess of **TWENTY-FIVE THOUSAND DOLLARS (\$25,000.00)**, Manatron further agrees that this Agreement is expressly subject to the terms, conditions and representations contained in the Drug Free Workplace Certification executed by Manatron in conjunction with this Agreement and which is appended as an attachment to this Agreement.

18.3 It is further expressly agreed that failure of Manatron to in good faith comply with the terms of Article 18.1 above or falsifying or otherwise violating the terms of the certification referenced in Article 18.2 above shall constitute a material breach of this Agreement and shall entitle the Assessors to impose sanctions against Manatron, including, but not limited to, suspension of contract payments, termination of this Agreement, and/or debarment of Manatron from doing further business within the State of Indiana for up to three (3) years.

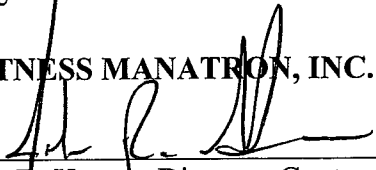
IN WITNESS THEREOF, the parties have executed this Agreement by their duly authorized officers. Said Agreement shall not be in effect until all parties to this Agreement have executed the same.

WITNESS DEARBORN COUNTY, INDIANA


County Assessor

2-6-08
Date

WITNESS MANATRON, INC.


John R. Hansen Director, Contract Administration

2/13/08
Date

4 Non-Collusion Affidavit

STATE OF MICHIGAN)
) ss.
COUNTY OF Kalamazoo)

I, [Signature], DIRECTOR OF RISK MANAGEMENT
(Name of party signing affidavit) (Title)

being duly sworn, do depose and say:

That Manatron, Inc.
(Name of Individual or Company)

its agents, officers or employees have not directly or indirectly entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive bidding in connection with this proposal.

[Signature]
(Signature)
DIRECTOR OF RISK MANAGEMENT
(Title)

Sworn to and subscribed before me this 6th day of February, 2008.

[Signature]
NOTARY PUBLIC

SEAL

My commission expires CHERYL L BAKER
Notary Public, State of Michigan
County of Kalamazoo
My Commission Expires Jan. 23, 2014
Acting in the County of



5 Drug Free Workplace Policy

Maintaining a Drug Free Workplace

Manatron hereby covenants and agrees to make a good faith effort to provide and maintain, during the term of this agreement, a drug free workplace and that it shall give written notice to Dearborn County within ten (10) days after receiving actual notice that an employee of Manatron has been convicted of a criminal drug violation.

In addition to the provisions above, Manatron agrees that this agreement is expressly subject to the terms, conditions, and representations contained in the Drug Free Workplace Act.

Manatron Drug Free Workplace Policy:

It is the policy of the Company to provide a safe and productive work environment for its employees that is free from drug and alcohol use. While we have no desire to interfere with the private lives of our employees, it is expected that all employees will report to work in a condition ready to perform their duties. With these objectives, the Company has adopted the following regulations concerning the use of alcohol, drugs or other mind-altering chemical substances:

1. All employees are prohibited from using or being under the influence of alcohol, or having in their system drugs or mind-altering substances during work hours, except for the legal use of controlled substances prescribed by a licensed physician, which shall be used only in the manner, combination and quantity prescribed and which shall only be used by the person for whom it is prescribed.
2. The sale, possession, transfer or purchase of illegal drugs on Company premises or while performing Company business is strictly prohibited. Any such action will be reported to appropriate law enforcement agencies.
3. The use, sale or possession of an illegal drug or controlled substance during work hours or the conviction for illegal drug use, sales or possession of drugs or other controlled substances, whether or not during work hours, will result in disciplinary action up to and including discharge.
4. No alcohol will be brought or consumed on Company premises, except in connection with Company-authorized events and upon the approval of the President or a Vice President.
5. No prescribed drug will be brought on Company premises by any person other than the one for whom it is prescribed and will be used by such person only in the manner, combination and quantity prescribed.
6. Employees who are taking any medication, on the advice of a doctor or over the counter, which could impair an individual's work performance must advise their supervisor/manager of the consumption of said medication to allow the supervisor to determine whether the employee can work without posing a safety hazard to himself/herself or others. If the medication is being taken due to a disabling condition, the Company will consider reasonable accommodation for the employee.

7. For purposes of these rules, drugs and other controlled substances means any substance other than alcohol capable of altering an individual's mood, perception or judgment. A prescribed drug is any substance prescribed for individual consumption by a licensed medical practitioner. Any illegal drug or mind-altering substance is any drug or chemical substance, the use, sales, or possession of which is illegal under any State or Federal law.

The employer may require a blood test, urinalysis or other drug/alcohol screening of any employee upon reasonable suspicion, in the employer's judgment, that the employee is in violation of this policy. In addition, the employer may require such testing or screening of any employee who was involved in an accident while at work. An employee's consent to such testing is required as a condition of continued employment, and the employee's refusal of consent may result in disciplinary action up to and including discharge. A positive drug test will result in disciplinary action up to and including discharge.

The Company recognizes that situations may arise which are not specifically covered by this policy and these guidelines. The Company will deal with those situations on a case-by-case basis taking into account such things as the nature of the situation or problem, the employee's overall employment record, the job assignment, the potential impact on safety and other factors the Company deems relevant.